

1. **Definitions:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a) "Business entity" means any individual, business, partnership, joint venture, corporation, limited liability partnership, sole proprietorship, consortium, or other private legal entity recognized by statute.
 - b) "Buyer" means PIA's authorized contracting official.
 - c) "Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - d) "Contractor" means the Business Entity with whom PIA enters into this contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - e) "Goods" (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
2. **Contract Formation:**
 - a) If this contract results from a sealed bid offered in response to a solicitation conducted by PIA, then contractor's bid is a firm offer to PIA which is accepted by the issuance of this contract and no further action is required by either party.
 - b) If this contract results from a solicitation other than a "sealed bid" solicitation, as described in paragraph a) above, contractor's quotation or proposal is deemed a firm offer, and this contract document is PIA's acceptance of that offer.
 - c) If this contract resulted from a joint bid, it shall be deemed one indivisible contract. Each such joint contractor will be jointly and severally liable for the performance of the entire contract. The PIA assumes no responsibility or obligation for the division of orders or purchases among joint contractors.
3. **Complete Integration:** This contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the contract.
4. **Severability:** The contractor and PIA agree that if any provision of this contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **Independent Contractor:** Contractor and the agents and employees of contractor, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of PIA.
6. **Applicable Law:** This contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.
7. **Compliance with Statutes and Regulations:**
 - a) Contractor warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify PIA against any loss, cost, damage or liability by reason of contractor's violation of this provision.
 - b) If this contract is in excess of \$500,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
8. **Contractor's Power and Authority:** The contractor warrants that it has full power and authority to grant the rights herein granted and will hold PIA harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, contractor avers that it will not enter into any arrangement with any third party that might abridge any rights of PIA under this contract.
9. **Assignment:** This contract shall not be assignable by the contractor in whole or in part without the written consent of PIA. For the purpose of this paragraph, PIA will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

10. **Waiver of Rights:** Any action or inaction by PIA or the failure of PIA on any occasion, to enforce any right or provision of the contract, shall not be construed to be a waiver by PIA of its right hereunder and shall not prevent PIA from enforcing such provision or right on any future occasion. The rights and remedies of PIA herein are cumulative and are in addition to any other rights or remedies that PIA may have at law or in equity.
11. **Contents of this Contract and Order Of Precedence:** This contract consists of all the following components; in the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, PIA's determination as to what provision takes precedence will be final and binding:
- a) Special terms and conditions;
 - b) Statement of work, including any specifications incorporated by reference herein;
 - c) Award letter that specifies contract term;
 - d) The attached Invitation for Bid and all attachments thereto;
 - e) The Bidder Instructions;
 - f) These General Provisions;
 - g) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
 - h) All other attachments incorporated in the contract by reference;
 - i) The bid response documents submitted by the contractor; and
 - j) Other documents specified by PIA.
12. **Packaging and Shipment:**
- a) All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) Show the number of the container and the total number of containers in the shipment; and
 - ii) The number of the container in which the packing sheet has been enclosed
 - b) All shipments by contractor or its subcontractors must include packing sheets identifying: PIA's contract number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.
 - c) Shipments must be made as specified in this contract, as it may be amended, or otherwise directed in writing by PIA.
13. **Transportation Costs and Other Fees or Expenses:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by PIA unless expressly included and itemized in the contract.
- a) Contractor must strictly follow contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. PIA may permit use of an alternate carrier at no additional cost to PIA with advance written authorization of the buyer.
 - b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved PIA.
 - c) On "F.O.B. Shipping Point" transactions, should any shipments under the contract be received by PIA in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, contractor, on request of PIA, shall at contractor's own expense assist PIA in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
14. **Time is of the Essence:** Time is of the essence in this contract.
15. **Delivery:** Contractor shall strictly adhere to the delivery and completion schedules specified in this contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If contractor delivers in excess of the quantities specified herein, PIA shall not be required to make any payment for the excess goods, and may return them to the contractor at contractor's expense or utilize any other rights available to PIA at law or in equity.

16. **Substitutions:** Substitution of goods may not be tendered without advance written consent of the buyer. Contractor shall not use any specified in lieu of those contained in the contract without consent of the buyer.
17. **Inspection, Acceptance and Rejection:**
- a) All goods may be subject to inspection and test by PIA or its authorized representatives.
 - b) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to PIA. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - c) All goods to be delivered hereunder may be subject to final inspection, test and acceptance by PIA at destination, notwithstanding any payment or inspection at source.
 - d) PIA shall give notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Acceptance by PIA shall not waive any rights that PIA might otherwise have at law or by express reservation in this contract with respect to any nonconformity.
18. **Samples:**
- a) Samples of items may be required by PIA for inspection and specification testing and must be furnished free of expense to PIA. The samples furnished must be identical in all respects to the products bid and/or specified in the contract.
 - b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at contractor's expense.
19. **Warranty:** Unless otherwise specified, the warranties contained in this contract begin after acceptance has occurred.
- a) Contractor warrants that goods and services furnished hereunder will conform to the requirements of this contract (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by PIA, free from defects in design. The PIA's approval of designs or specifications furnished by contractor shall not relieve the contractor of its obligations under this warranty.
 - b) All warranties, including special warranties specified elsewhere herein, shall inure to PIA, its successors, assigns, customer agencies and users of the goods or services.
20. **Safety and Accident Prevention:** In performing work under this contract on PIA premises, contractor shall conform to any specified safety requirements contained in the contract or as required by law or regulation. Contractor shall take any additional precautions as PIA may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this contract in accordance with the default provisions hereof.
21. **Insurance:** When performing work on property in the care, custody or control of PIA, contractor shall maintain all commercial general liability insurance, worker's compensation insurance and any other insurance PIA deems appropriate under the contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to PIA. Upon request by the buyer, the contractor may be required to have PIA shown as an "additional insured" on selected policies. (The PIA, as an additional insured, will not be liable for the payment of any premiums.)
22. **Availability of Funds:**
- All financial obligations of PIA for the fiscal year(s) encompassed by the term of this contract are subject to the availability and approval of funding by the Prison Industry Board and/or the presence of sufficient funds to cover those obligations in the fund from which those obligations are to be paid. If such obligations are or become contingent on funding by and/or through the State budget or on the availability of federal funds or on the action of any Legislative body, said obligations are contingent on the appropriation and availability of funds for the purpose of meeting those obligations. If insufficient funds are approved or appropriated or otherwise available in order to meet PIA's obligations under this agreement, said obligations are null and void, and PIA may immediately terminate this agreement.

23. **Termination for the Convenience of PIA:** The PIA may terminate performance of work under this contract for its convenience in whole or, from time to time in part, if the General Manager or designee determines that a termination is in PIA's interest. The General Manager or designee shall terminate by delivering to the contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The PIA will have no liability of any sort to the contractor for any matter arising after delivery of the Notice of Termination to the contractor.
24. **Termination for Default:**
- a) PIA may, subject to the Force Majeure paragraph contained herein, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to:
 - i) Deliver the goods or to perform the services within the time specified in the contract or any amendment thereto;
 - ii) Make progress, so as to endanger performance of this contract (but see subparagraph (b) below); or
 - iii) Perform any of the other provisions of this contract (but see subparagraph (b) below).
 - b) The PIA's right to terminate this contract under subparagraph (a)(ii) and (a)(iii) above, may be exercised if the contractor does not cure such failure within the time frame stated in the cure notice issued by the buyer.
 - c) If PIA terminates this contract in whole or in part, it may acquire, under the terms and in the manner the buyer considers appropriate, goods or services similar to those terminated, and the contractor will be liable to PIA for any excess costs for those goods or services. However, the contractor shall continue the work not terminated.
 - d) If the contract is terminated for default, PIA may require the contractor to transfer title and deliver to PIA, as directed by the buyer, any:
 - i) Completed goods, and
 - ii) Partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the buyer, the contractor shall also protect and preserve property in its possession in which PIA has an interest.
 - e) The PIA shall pay contract price for completed goods delivered and accepted. The contractor and buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Appeals clause. PIA may withhold from these amounts any sum the buyer determines to be necessary to protect PIA against loss because of outstanding liens or claims of former lien holders.
 - f) The right and remedies of PIA in this clause are in addition to any other rights and remedies provided by law or under this contract.
25. **Force Majeure:** Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include, but are not limited to:
- a) Acts of God or of the public enemy, and
 - b) Acts of the federal or state government in either its sovereign or contractual capacity.
- If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the contractor and subcontractor, and without the fault or negligence of either, the contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted goods or services were obtainable from the other sources in sufficient time for the contractor to meet the required delivery schedule.
26. **Rights and Remedies of PIA for Default:**
- a) In the event any goods furnished or service provided by the contractor in the performance of the contract should fail to conform to the requirements herein, or to the sample submitted by the contractor, PIA may reject the same, and it shall become the duty of the contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to PIA, and immediately replace all such rejected items with others conforming to the contract.
 - b) In addition to any other rights and remedies PIA may have, PIA may require contractor, at contractor's expense, to ship goods via airfreights or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the contractor.

- c) In the event of the termination of the contract, either in whole or in part, by reason of default or breach by the contractor, any loss or damage sustained by PIA in procuring any items that the contractor agreed to supply shall be borne and paid for by the contractor.
- d) The PIA reserves the right to offset the reasonable cost of all damages caused to PIA against any outstanding invoices or amounts owed to contractor or to make a claim against the contractor thereof.

27. Contractor's Liability for Injury to Persons or Damage to Property:

The contractor shall be liable for damages arising out of injury to the person and/or damage to the property of PIA, employees of PIA, or any other person(s) or entities other than agents or employees of the contractor, provided that the injury or damage occurred prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at the contractor's site or at PIA's place of business, and provided that the injury or damage was caused by the fault or negligence of the contractor.

- 28. Indemnification:** Contractor agrees to indemnify, defend and save harmless PIA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by contractor in the performance of this contract.
- 29. Invoices:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. Required Payment Date:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. unless expressly exempted by statute.
- 31. Taxes:** Unless otherwise required by law, PIA is exempt from Federal excise taxes. PIA will only pay for any State or local sales or use taxes on the services rendered or goods supplied to PIA pursuant to this contract.
- 32. Newly Manufactured Goods:** All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.
- 33. Contract Modification:** No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.
- 34. Confidentiality of Data:** All financial, statistical, personal, technical and other data and information relating to PIA's operation which are designated confidential by PIA and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to PIA. The identification of all such confidential data and information as well as PIA's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by PIA in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by PIA to be adequate for the protection of PIA's confidential information, such methods and procedures may be used, with the written consent of PIA, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of this contract, or is rightfully obtained from third parties.
- 35. News Releases:** Unless otherwise exempted, news released pertaining to this contract shall not be made without prior written approval of PIA.

36. Patent, Copyright and Trade Secret Indemnity:

- a) Contractor shall hold PIA harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
- b) Contractor may be required to furnish a bond to PIA against any and all loss, damage, costs, expenses, claims, and liability for patent, copyright and trade secret infringement.
- c) Contractor, at its own expense, shall defend any action brought against PIA to the extent that such action is based upon a claim that the goods or software supplied by the contractor or the operation of such goods pursuant to a current version of contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The contractor shall pay those costs and damages finally awarded against PIA in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the contractor shall be notified within a reasonable time in writing by PIA of any notice of such claim; and,
 - ii) That the contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, PIA shall have the option to participate in such action at its own expense.
- d) Should the goods or software, or the operation thereof, become, or in the contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, PIA shall permit the contractor at its option and expense either to procure for PIA the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by PIA shall be prevented by injunction, the contractor agrees to take back such goods or software and make every reasonable effort to assist PIA in procuring substitute goods or software. If, in the sole opinion of PIA, the return of such infringing goods or software makes the retention of other goods or software acquired from the contractor under this contract impractical, PIA shall then have the option of terminating such contracts, or applicable portions thereof, without penalty or termination charge. The contractor agrees to take back such goods or software and refund any sums PIA has paid contractor less any reasonable amount for use or damage.
- e) The contractor shall have no liability to PIA under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i) The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by the contractor; or,
 - ii) The operation of equipment furnished by the contractor under the control of any operation software other than, or in addition to, the current version of contractor-supplied operating software; or,
 - iii) The modification by PIA of the equipment furnished hereunder or of the software; or
 - iv) The combination or utilization of software furnished hereunder with non-contractor supplied software.
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that PIA funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g) The foregoing states the entire liability of the contractor to PIA with respect to infringement of patents, copyrights or trade secrets.

37. Examination and Audit: Contractor agrees that PIA, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to include a similar right of PIA to audit records and interview staff in any subcontract related to performance of this contract.

38. Disputes:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, contractor shall submit to the General Manager or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a costs adjustment to the contract, contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the contract adjustment for which contractor believes PIA is liable

- b) Pending the final resolution of any dispute arising under, related to or involving this contract, contractor agrees to diligently proceed with the performance of this contract, including the delivery of goods or providing of services in accordance with PIA's instructions. Contractor's failure to diligently proceed in accordance with PIA's instructions shall be considered a material breach of this contract.
- c) Any final decision of PIA shall be expressly identified as such, shall be in writing, and shall be signed by the General Manager or designee. If PIA fails to render a final decision within 90 days after receipt of contractor's demand, it shall be deemed a final decision adverse to contractor's contentions. The PIA's final decision shall be conclusive and binding regarding the dispute unless contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. Stop Work:

- a) PIA may, at any time, by written Stop Work Order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period up to 90 days after the Stop Work Order is delivered to the contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, PIA shall either:
 - i) Cancel the Stop Work Order; or,
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the contractor shall resume work. The PIA shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the contract shall be modified, in writing, accordingly, if:
 - i) The Stop Work Order results in an increase in the time required for, or in the contractor's cost properly allocable to the performance of any part of this contract; and
 - ii) The contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if PIA decides the facts justify the action, PIA may receive and act upon a proposal submitted at any time before final payment under this contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of PIA, PIA shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The PIA shall not be liable to the contractor for loss of profits because of a Stop Work Order issued under this clause.
- e) Unless specified elsewhere in the contract, PIA is not obligated to acquire any certain amount of goods or services under this contract. The PIA's failure to order goods or services shall not be deemed an actual or constructive Stop Work Order.

40. Priority Hiring Considerations: If this contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

41. Covenant Against Gratuities: The contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the contractor, or any agent or representative of the contractor, to any officer or employee of PIA with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, PIA shall have the right to terminate the contract immediately, either in whole or in part, and any loss or damage sustained by PIA in procuring on the open market any items which contractor agreed to supply shall be borne and paid for by the contractor. The rights and remedies of PIA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. Nondiscrimination Clause:

- a) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

43. National Labor Relations Board Certification: Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296**44. Assignment of Antitrust Actions:** Pursuant to Government Code Section 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to PIA, the supplier offers and agrees that if the bid is accepted, it will assign to PIA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the supplier for sale to PIA pursuant to the solicitation. Such assignment shall be made and become effective at the time PIA tenders final payment to the supplier.
- b) If PIA receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from PIA any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by PIA as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - i) The assignee has not been injured thereby, or
 - ii) The assignee declines to file a court action for the cause of action.

45. Drug-Free Workplace Certification: The contractor certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i) The dangers of drug abuse in the workplace;
 - ii) The person's or organization's policy of maintaining a drug-free workplace;
 - iii) Any available counseling, rehabilitation and employee assistance programs; and,
 - iv) Penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting contract:
 - i) Will receive a copy of the company's drug-free policy statement; and,

- ii) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.
46. **Four-Digit Code of Conduct:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverable and/or services to PIA. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
47. **Sweatfree Code of Conduct:**
- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to PIA pursuant to the contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatshop Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents, or employees, or premises if reasonably required by authorized officials of PIA, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
48. **Recycling:** Contractor hereby certifies under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies offered, or products used in the performance of this contract meet or exceed the minimum percentage of recycled material as defined in PCC Sections 121661 and 12200.
49. **Child Support Compliance Act:** For any contract in excess of \$100,000, the contractor acknowledges in accordance with PCC Section 7110, that:
- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
50. **Americans with Disabilities Act:** Contractor assures PIA that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
51. **Electronic Waste Recycling Act of 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
52. **Use Tax Collection:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
53. **Expatriate Corporations:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to contract with PIA.
54. **Domestic Partners:** For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits, which have otherwise been provided to all employees regardless of marital or domestic partner status.

55. **Conduct on State Property:** If any contractor personnel enters any State facility during the performance of this contract, the contractor is responsible for ascertaining and complying with all laws, policies, and procedures that apply to the conduct of those personnel while on the premises of the State facility.